

**COLLECTIVE AGREEMENT**

**BETWEEN**

**NORTH-EAST EMS**

(Hereinafter called the “Employer” or the “Company”)

and

**HEALTH SCIENCES ASSOCIATION OF SASKATCHEWAN**

(Hereinafter called the “Union”)

July 17, 2013

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## **PREAMBLE**

**WHEREAS** it is the desire of both parties of this Agreement to recognize their mutual obligation to:

- (a) Provide the best possible quality of ambulance service in the Kelsey Trail Health Region, consistent with reasonable and acceptable costs and expenses.
- (b) Maintain a satisfactory and productive relationship between the Company and its Employees.
- (c) Outline in writing all agreements reached through negotiation, in matters relating to working conditions.
- (d) Provide an amicable method of settling any grievances, which may arise between the parties.

**AND WHEREAS** the Company and the Union have agreed to enter into a Collective Agreement containing the following terms and conditions of employment;

**NOW THEREFORE** the Company and the Union agree as follows:

## **ARTICLE 1 – DEFINITIONS**

1.01.1. "Call Back" shall mean any employee who has been called to work after completing their regular work schedule and having left the worksite.

1.01.2. "Call-in on scheduled days off" shall mean anytime an employee is called to report to either standby or active duty on their scheduled day off.

1.01.3. "Call –in while on Standby" shall mean any employee who is called in while on standby and who has not been scheduled to work that calendar day."

1.04 "Casual Employee" is a person who:

(i) works on a call-in basis and is not regularly scheduled though she may be regularly scheduled on standby; or

(ii) is regularly scheduled for a period of three (3) months or less for a specific job.

1.04.1 "Date Of Employment" shall mean the date the employee last commenced employment with the Employer.

1.05 "Day" shall mean the twenty-four (24) hour period calculated from the time the employee commences regular duty and receiving full wage.

1.06 "Employee(s)" shall mean employees covered by this Agreement.

- 1.07 "Employer" shall mean Medstar Ventures Inc. operating as North East Emergency Medical Services (North East EMS)
- 1.08 "Fiscal Year" shall mean the period between April 1 and March 31 of each year
- 1.09 "Full-Time Employee" shall mean an employee who is regularly scheduled to work the hours of work defined in the Article 12 of this Agreement outlining hours of work. AGREED (subject to any change to the actual article number)
- 1.10 "Part-Time Employee" shall mean an employee who is regularly scheduled to work less than the standard hours of work of a full-time employee, as defined in Article 12, on a regular basis.
- 1.11 "Parties" shall mean the Employer and the Union, as defined herein.
- 1.12 "Promotion" shall mean the movement of an employee from one classification to another classification having a higher rate of pay.
- 1.13 "Pro rata basis" for an other than full-time employee shall mean the hours worked at full wages, plus the hours spent on standby.

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- 1.14 "Standby" shall mean any period during which an employee is not on regular duty but is designated on standby. During this period, she must be available to respond without undue delay to a request to return to duty and be in a fit condition to work.
- 1.15 "Temporary Employee" is one who is hired on a temporary basis:
- (i) for a specific job of more than three (3) months and less than one (1) year or;
  - (ii) to replace an employee who is on an approved leave of absence for a period in excess of three (3) months; or
  - (iii) to replace an employee who is on a leave due to illness or injury where the employee on leave has indicated to the employer that the duration of such leave will be in excess of three (3) months.
- 1.17 The personal pronouns "he", "she", "him", "her", "his" or "hers", as used in this Agreement shall be construed as referring to individuals of any gender. A reference to the singular shall also include the plural, where the context requires it.
- 1.18 "Union" shall mean the Health Sciences Association of Saskatchewan.
- 1.19 "Week" shall mean the period between 0800 hours Monday and 0759 hours the following

Monday.

1.20 "Weekend" shall mean the period between 0001 hours Saturday and 0001 Monday.

## ARTICLE 2 – DURATION OF AGREEMENT - NO STRIKE OR LOCKOUT

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after Sunday Following Date of Ratification 2013 up to and including March 31, 2017 and from year to year thereafter unless notification of desire to renegotiate is given in writing. Such notice shall be given not less than thirty (30) days and not more than sixty (60) days prior to the expiry date of this Agreement.

During the term of this Agreement there shall be no strike, no sympathy strike, stoppage, slowdown, deliberate withholding of service, or suspension of work on the part of the Union, its members, or any individual covered by this Agreement, or lockout on the part of the Company.

## ARTICLE 3 – MANAGEMENT RIGHTS

The Union recognizes that the Employer retains the sole and exclusive right to manage its business as it sees fit in all respects, except to the extent that may be abridged by a specific provision of this Agreement.

The parties agree that the Company, therefore, retains all rights not otherwise specifically covered in this Agreement.

## ARTICLE 4 – SCOPE

4.01 This Agreement shall cover those Employees employed by North-East EMS at and from its headquarters located at 101 Timber Drive, Nipawin, Saskatchewan, and classified as follows:

EMT  
EMT-A  
EMT-P (Paramedic)

[NOTE: It is agreed that, for the duration of the collective agreement, there shall not be more than two (2) operations managers at North East EMS.]

4.02 In view of the fact the owners and two Operations Managers of the Company directly participate in the operations and services, it is understood and agreed that they shall not be restricted from performing the duties of classification recognized as being within the scope of this Agreement.

## ARTICLE 5 – RECOGNITION

- 5.01 The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement. The Employer agrees to negotiate with the Union and its designated representatives in matters relating to conditions of employment, rates of pay and hours of work, including the means of settling disputes and grievances.
- 5.02 The Union recognizes the responsibility of its members to perform faithfully and diligently their respective duties for the said Employer and at all times carry out their individual responsibilities according to the regulations, standards, directions, methods, policies and procedures as provided or established by the Employer from time to time.
- 5.03 No Individual Agreements

No employee shall be required or permitted to make a written or verbal agreement with an employer representative that may conflict with the terms of this Collective Bargaining Agreement.

## ARTICLE 6 – NON-DISCRIMINATION

The Employer and the Union agree that, subject to bona fide occupational requirements and/or any exemptions or other orders granted by the Saskatchewan Human Rights Commission, there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of disability, age, race, creed, colour, ancestry, national origin, religion, sex, sexual orientation, marital or family status, receipt of public assistance, nor by reason of membership or activity (including the absence thereof) in the Union.

## ARTICLE 7 – UNION SECURITY AND CHECKOFF OF UNION DUES

- 7.01 Every new employee shall, within thirty (30) days, apply for and maintain membership in the Union as a condition of employment. Every employee who is a member of the Union shall maintain membership in the Union as a condition of employment. In those special circumstances where an employee is not required to maintain membership in the Union, that employee shall, as a condition of employment, pay to the Union the dues required to be paid by members.
- 7.02 Dues Check-Off

The Employer shall deduct initiation fees, assessments and monthly dues from the wages of each employee covered by this Agreement. Deductions shall be made no later

than the last pay period each month and shall be remitted to the provincial HSAS office within two (2) weeks after the deductions have been made or on the 15<sup>th</sup> of the following month.

When remitting dues, the Employer shall also provide:

1. List of employee names.
2. List of newly hired and terminated employees, along with dates.
3. Employee status.
4. Regular earnings for each employee.
5. Number of hours worked and hourly rate for each employee.
6. The amount of dues and initiation fees (if applicable) deducted from each employee.

On a semi-annual basis, the Employer shall also provide the name and mailing address of each in-scope employee, along with their classification, unless the employee has requested in writing to the Employer that their address be kept confidential.

7.03 The Union shall notify the Employer in writing, of changes to the initiation fees, assessments and monthly dues not less than thirty (30) days before the effective date.

7.04 Dues Payments While Assigned To An Out-Of-Scope Position

A union member temporarily assigned to an out-of-scope position will have dues deducted from regular earnings received while temporarily filling the out-of-scope position, in the same amount as before being temporarily assigned.

7.05 A Union Representative shall be provided up to a maximum of fifteen (15) minutes from her regular shift of duty without loss of pay in order to introduce the Union to the new employee, to have new employees sign authorization cards for the deduction of dues, to provide the new employee with a copy of the collective agreement, and to make arrangements for further discussions outside of work. It is agreed that this introduction will not be done at a time that would interfere with the Employer's operation.

The Union will provide the employer with a list of individuals assigned to union orientation.

7.06 It shall be the responsibility of the employee to advise the Employer and the Union of any change of name, marital status or place of residence.

7.07 The Employer agrees to record all union dues paid in the previous year on employee T-4 slips.

## ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 The Employer and the Union are desirous of maintaining positive relations and of encouraging a professional relationship between employees and the Employer. The parties agree to attempt to resolve differences between them in an amicable way and, as much as possible, without recourse to the decision of any third party, failing which the following provisions will apply.

8.02 A grievance shall be defined as any dispute between the Employer and any employee(s) regarding the interpretation, meaning, operation, application or alleged violation of this Agreement. Neither party to this Agreement shall cause a suspension of work because of a grievance.

8.03 Any grievance submitted shall specify the Article and Section of the Agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested. It shall not be sufficient to allege violation of the Agreement as a whole.

8.04 No grievance shall be considered which is not presented within ten (10) calendar days after the event or circumstances giving rise to the complaint came to the attention or should have come to the attention of the employee or employees concerned.

### 8.05 Union/Employer Representation

To provide an orderly process for settling grievances, the Union shall elect or appoint Union Representatives. The Union shall notify the Employer, in writing, of the names of the Union Representatives and of any changes made therein.

8.06 The Employer will, from time to time, advise the union in writing of the Manager(s) designated to resolve grievances. The designated Manager shall reply in writing to any grievance presented by the employee affected within ten (10) days, by sending a copy to the Union's office and the General Manager.

### 8.07 Permission to Leave Work

The Employer agrees that, except when required to provide services to patients, the Grievor and Union Representative may leave assigned duties temporarily in order to discuss matters with the Employer related to a grievance. The Grievor and Union Representative shall notify their supervisor(s) and suitable arrangements shall be made by the supervisor(s) prior to the employee(s) leaving active work. Neither the Grievor nor the Union Representative shall suffer any loss of pay for time so spent. Any Employee shall be entitled to contact the union office to get advice or file a grievance during paid or unpaid rest breaks.



#### 8.08 Informal Discussion

It is the desire of the parties hereto that differences of disputes of employees be addressed as quickly as possible. Employees or the Union may refer such grievances to the owner or a manager for an informal discussion prior to filing a formal grievance.

#### 8.09 Alternate Dispute Resolution

The parties may agree to resolve the grievance through means such as mediation or expedited arbitration.

### ARTICLE 9 – ARBITRATION

9.01 Failing satisfactory settlement of the grievance by the Employer Designate or alternate dispute resolution process, the matter may be referred to arbitration. The parties may agree to refer the matter to a single arbitrator instead of an Arbitration Board. The Arbitration Board, or single arbitrator as the case maybe, shall submit copies of any decision or award to the Employer and the Union.

9.02 If the grievance is not referred to Arbitration as herein provided or to an alternate dispute resolution process within twenty-eight (28) calendar days of receipt of the decision of the Employer Designate, the grievance shall be deemed to have been withdrawn.

9.03 The time limits specified in this Article and Article 8 above are mandatory, and not merely directory, and may be only extended by agreement of the Employer and the Union. In the absence of such agreement, the following shall apply:

(a) Should the Employer fail to reply within the required time limits, the Union shall have the right to proceed to the next step.

(b) Should the Union fail to proceed to the next step within the required time limits, the grievance shall be considered settled in accordance with the Employer's answer at the last step.

9.04 The Arbitration Board shall not have the power to add to, subtract from, or amend any provision of this Agreement, in any of its parts, including without limiting the substitution of any new provision in lieu thereof, or the adjudication of any matter not covered by the Agreement. There shall be no stoppage of work because of a grievance.

9.05 The decision of the Arbitration Board shall be final and binding on both parties. Each party shall bear the expenses of its Appointee, and the Employer and the Union shall equally bear the fees and expenses of the Chairman.

## ARTICLE 10 – SENIORITY

### 10.01 Seniority Defined

- (a) Seniority means the number of hours worked, exclusive of overtime, and all hours as set out in Article 10.03 that an employee has accumulated while working from the most recent date the employee commenced employment with North East EMS. Seniority shall not apply during the probationary period, however, once the probationary period has been completed, seniority shall be credited from the most recent date of commencement.
- (b) In addition to Article 10.02(a), employees on standby shall be credited with seniority as follows:
  - (i) All call in/back hours (1 for 1)
  - (ii) 6 Hours on Standby = 1 Hour of Seniority
- (c) In no case shall an employee accumulate annual seniority in excess of 1820 hours.

### 10.02 Accrual of Seniority

Seniority shall continue to accrue during:

- (a) Sick leave including time on employment insurance sick benefits, Income Replacement Benefits under the *Automobile Accident Insurance Act*, Long Term Disability, or Short Term Disability.
- (b) Unpaid leaves of absence up to and including one hundred and sixty (160) work hours (approximately equivalent to cumulative leaves totaling four (4) weeks if full time) in a calendar year.
- (c) Hours absent while receiving benefits from the Worker's Compensation Board.
- (d) Temporary out-of-scope positions with the Employer, not to exceed twelve (12) months unless extended by mutual agreement with the union.
- (e) Any paid leave
- (f) Jury duty and court service.
- (g) Vacation leave (whether paid or unpaid)
- (h) Leave for elected Public Office.
- (i) Union leave, up to the first twelve (12) months.

- (j) All maternity/paternity/adoption/parental leave.
- (k) Education leave, up to the first twelve (12) months.
- (l) If an Employee's hours of work are reduced due to a disability, full-time Employees shall maintain their pre-disability accrual rate.

For casual and part time employees, the calculation of their accrued seniority under the above provisions shall reflect their weekly average, either on the basis of the last 52 weeks (or since the start of their employment if less than 52 weeks have been worked), using the seniority credit calculations outlined in 10.01 above.

#### 10.03 Maintenance of Seniority

Seniority shall be maintained, but not accrue (meaning their date of hire shall be adjusted in full week increments), during:

- (a) Period of lay-off in excess of one (1) month.
- (b) Unpaid leaves of absence over one hundred and sixty (160) work hours in a calendar year (approximately equivalent to cumulative leaves totaling four (4) weeks if full time).
- (c) The probationary period in a permanent out-of-scope position.
- (d) Suspension for discipline
- (e) Period of approved education leave in excess of twelve (12) months to a maximum of twenty-four (24) months.

#### 10.04 Loss of Seniority

An employee shall lose all seniority if the employee:

- (a) Terminates employment.
- (b) Is discharged for cause.
- (c) Fails to return to work immediately following the expiration of a leave of absence (including vacation leaves and other leaves provided for in this Agreement) or within fourteen (14) days from receipt of notification by the Employer to return to work following a lay-off, unless in either case the Employee can show a justifiable reason acceptable to the Employer for failure to report to work.
- (d) Is on layoff from North East EMS for more than twelve (12) months;

- (e) Is a casual employee and has not worked for a period of 120 calendar days exclusive of approved leaves of absence;
- (f) fills any position not within the scope of this agreement on a temporary basis exceeding 12 months, unless mutually agreed otherwise;
- (g) works exclusively in a permanent out-of-scope position and successfully completes the probationary period.

#### 10.05 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service last commenced and including total seniority hours up to December 31<sup>st</sup> of each year. An up-to-date seniority list shall be posted in places accessible to employees by February 1<sup>st</sup> of each year, with a copy to the Union. The seniority list shall be open for review and correction for a period of thirty (30) days from the date of posting.

### ARTICLE 11 – LAYOFF AND RECALLS

11.01 The parties agree to meet whenever any reduction is anticipated, with a view to seeking alternatives to lay-offs.

#### 11.02 Lay-off Defined

- (a) A job abolition/elimination, including the abolition/elimination of a part time or casual position
- (b) A reduction in the normal hours of work of a permanent, full-time Employee;
- (c) A permanent reduction in the weekly hours of work of a part time employee (for four (4) consecutive weeks) or, for a casual employee, receiving zero (0) hours for one hundred twenty (120) calendar days (after which a layoff or termination notice will be issued to the casual employee by the Employer).

[For clarification purposes, a permanent reduction is when the Employer notifies the part time employee that her hours of work are permanently reduced, or the part time hours are reduced for four consecutive weeks if nothing in writing is provided – four weeks are calendar weeks.]

#### 11.03 Discussion of Implementation

In the event the Employer is contemplating lay-offs, the Union shall be given notice as far as possible in advance of impending lay-offs. Where possible, the Employer shall meet with the Union a minimum of thirty (30) calendar days in advance of employees receiving lay-off notices.

- (a) Union and Management shall meet to discuss changes to staffing assignments and current programs resulting from layoffs. It is recognized and agreed that both the Union and the Employer have an obligation to ensure that Employees understand their options upon receipt of a layoff notice.

#### 11.04 Senior Employees Retained

When the Employer considers it necessary to reduce staff, the most senior full time and part time employee (s) shall be retained first, and then the most senior casual employee(s), unless it can be demonstrated that the senior employee does not possess the necessary qualifications, capability and experience to perform the remaining work.

#### 11.05 Notification of Lay-off

The minimum amount of notice shall be twenty-eight (28) calendar days (or the minimum statutory notice, whichever is more), which may be any combination of working notice and pay in lieu of notice. Seniority shall continue to accrue for the part of the notice period during which pay in lieu of notice was provided. The Employer may assign duties other than those normally connected with the classification in question during the period of working notice, provided the work is bargaining unit work.

In calculating pay in lieu of notice for casual and part time employees, the pay in lieu of working notice shall be calculated on the basis of the average weekly hours over the preceding 52 weeks, or since the start of employment, whichever period of time is less.

#### 11.06 Severance Pay

An Employee who is laid off and who chooses to terminate employment will be entitled to receive severance pay in the amount of one week's pay for each 1820 hours worked.

Casual employees shall be automatically terminated if they have received no hours for one hundred twenty (120) days and shall be entitled to receive severance pay equivalent to one week's average pay (calculated as the sum of the total hours worked in the preceding 52 weeks, divided by 52).

In the event that a full time or part time employee who has been laid off accepts an offer of re-employment within twelve (12) months of the original date of layoff, the employee must re-pay the severance pay as a condition of being re-hired, on a pro rata basis (e.g. if re-employed nine months later, then 3/12ths or one quarter of the severance must be repaid). At that time, the employee will have their former seniority reinstated. Upon the repayment of severance pay, the seniority list shall be updated and posted to reflect the return of the laid off employee to employment with her reinstated seniority.

#### 11.07 Updated Seniority

When the Employer is effecting a lay-off of an Employee(s), the seniority list posted in accordance with Article 10.05 shall be up-dated and shall be subject to appeal by the Employees for a period of fourteen (14) calendar days from the date the list is posted. This revised seniority list shall be applied to the Employees in the administration of this lay-off article.

-The updated seniority list shall include the Employees' accumulated seniority up to and including the date the Employer notifies the union of pending lay-offs in accordance with Article 11.01 or another date mutually agreed to by Union and Management. This seniority cut-off date shall apply to each Employee affected by lay-offs, displacement and placement.

#### 11.08 Seniority Pool

Employees initially laid off shall form a pool and be ranked in order of seniority. In order of seniority, employees shall identify and exercise their preferences for future recall. As more junior employees are displaced, they will be added to the pool and ranked in order of seniority.

#### 11.09 Placement Into Vacant Position

A laid-off Employee may be placed, by mutual agreement between Union and Management, into a vacant position. The refusal by the Employer to agree to the placement of a laid off employee into a vacant position shall not be grievable.

#### 11.10 Displacement

In the event a reduction in staff becomes necessary, as set out in Article 11.02, the Employee may exercise her seniority by displacing the least senior Employee. [UP]

#### 11.11 Work Resumption

- (a) Laid off Employees shall indicate, in writing, the positions including classification, full-time or part-time, and workplace for which they wish to be considered should a vacancy arise. Vacancies shall be filled in accordance with Article 19. Employees are encouraged to obtain advice from a union representative prior to indicating their preferences in writing.
- (b) If a laid off Employee is successful in her application to a posted position, she shall report for duty as specified in the Letter sent by registered mail to the Employee's last known address. A copy of the Letter will be sent to the Union. Failure to accept the position within fourteen (14) calendar days of issuance of the Letter, and to report for work on the date specified, will automatically cancel the awarding of the position to

the Employee. The Employee will then be subject to Article 10.04. The Employer would then award the position in accordance with Article 19.01.

- (c) Laid off Employees shall keep the Employer advised of their current address and telephone number.
- (d) The Employer shall offer all temporary work of less than six (6) months in the following manner:
  - (i) First consideration will be given to qualified part time or casual employees who have the ability to perform the work.
  - (ii) Second consideration will be given to those employees on layoff who possess the necessary qualifications, capability and experience to perform the required work.

#### 11.12 Return After Layoff

- (a) When an employee resumes work after lay-off in the same classification as the position held prior to layoff, the employee shall be paid at the salary step that was being paid at the time of lay-off, and the hours worked prior to lay-off will be credited towards the next increment date.
- (b) When an Employee resumes work after lay-off in a different classification from the position held prior to lay-off, the Employee shall be paid at the step which provides the rate that is less than but closest to her previous rate (if a lower rated classification) or the rate is that higher than but closest to her previous rate (if a higher rated classification)

#### 11.13 Trial Period

Except as mutually agreed between the Employer and the Union, Employees who assume a position in a different classification through placement (Article 11.09) or displacement (Article 11.10) or work resumption (Article 11.11), shall be considered on trial for a period of three (3) months. During this trial period, Employees shall be provided with orientation and such existing in-house training as required to fulfill their new duties. During this trial period the Employee may be returned to lay-off if not considered capable or may request same without further recourse to the bumping procedure.

#### 11.14 Sick and Vacation Credits

When an employee resumes work from lay-off, the employee will retain any accumulated sick leave credits and service toward the calculation of vacation credits existing at time of lay-off.

#### 11.15 Time Limit

Laid off employees can remain on the recall list for up to one (1) year. Thereafter, the employee shall be considered as having been permanently separated from employment.

### ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 The standard annual hours of work for full time employees shall be 1820 hours, but any full time employee shall work an average of 35 hours without triggering the layoff provisions of this Agreement.

12.02 In recognition of the emergency nature of the ambulance business, it is agreed that all employees will respond without undue delay, to any request to return to duty in the event of a major emergency or unforeseen disaster according to the Ambulance Act.

#### 12.03 EMT-P, EMT-A, EMT

(a) All hours worked in excess of eight (8) hours in a day or 40 hours in a week shall be paid at overtime rates. The hours of work of an employee working less than the normal fulltime hours may be expanded up to the normal hours of work without the payment of overtime.

(b) When an Employee reaches 140 hours in the monthly rotation the Employer is not obligated to call them in.

(c) When an employee is called out for duty during a scheduled day off or on a statutory holiday, she shall be entitled to pay for a minimum of three (3) hours or for the actual hours worked, whichever is greater, at the applicable hourly rate. The called out employee must remain actively at work for the three-hour period, unless the employee requests and is granted permission to return home (and the employee's pay will be adjusted accordingly).

(d) When an employee begins a shift on a scheduled work day and that shift extends into a scheduled day off, the time worked on the scheduled day off shall be paid as overtime at the rate of time and one half (1 ½) the employee's regular rate.

(e) When an employee is being paid overtime rates at the time the shift is scheduled to end, and the shift extends into a scheduled day off, the shift shall be paid at two times (2x) the regular rate of pay.

(f) All Zulu shifts shall be paid a minimum of six (6) floating hours at the applicable rate. All Tango 3 shifts shall be paid a minimum of three (3) floating hours at the applicable rate.



(g) Each day paid for sick leave, annual vacation, statutory holiday and paid leave of absence shall be considered a shift worked.

(h) Employees shall be paid for all time worked.

(i) The existing scheduling practice can be changed or modified during the term of this agreement at any time upon the provision of three (3) months' notice to the Union.

12.04 Overtime will be payable at a rate of one and a half (1½) times the regular rate of pay.

#### 12.05 Scheduling Of Work

(a) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to employees.

(b) Work schedules shall be confirmed and posted no less than fourteen (14) calendar days in advance.

(c) Where deviation from the posted and confirmed schedule results from employee initiated changes or where there is mutual agreement with the employee(s) and the Supervisor, such changes shall not be subject to overtime provisions unless overtime would have been paid irrespective of the change.

(d) Employees shall be entitled to trade shifts provided it does not interfere with patient care, subject to the approval of their supervisor. The Employee trading the shift shall provide notice at least five (5) days before the posting of the next schedule to the on-duty supervisor of the trade. Supervisors may approve the shift trade with less notice where circumstances warrant. In no case shall a shift trade result in overtime that would not have been otherwise required to be paid (but for the impact of the shift trade).

(e) When an employee is directed by the Employer to change their shift from the posted and confirmed schedule on twenty-four (24) hours or less notice from the commencement of the changed shift, the employee shall be paid overtime for the changed shift. It is agreed, however, that in emergency circumstances which could not have been foreseen by the Employer, the overtime rate shall only be paid for the first three (3) hours on each shifts so changed.

(f) For the purposes of emergency calls, the distance that an employee lives from the work location will be a consideration. For example, many call-outs require a six minute response time. Therefore, there will be no obligation to call-in employees who has chosen to live a significant distance away from the Nipawin and Carrot River communities, resulting in their lack of availability for emergency calls or call-ins on short notice (e.g when another employee calls in sick).

- (g) Scheduling of work for casual employees will be on an equitable rotation basis, subject to each employee's consistent availability and satisfactory work performance.

#### 12.06 Rest And Meal Periods

(a) The current practice of rest and meal periods shall continue for the duration of the collective agreement, unless there are significant changes to the scheduling practices. In that case, the Union and the Management shall meet so that the impact of the changes on the rest and meal periods can be explained and understood. The current practice is that employees receive two 15-minute paid rest periods and one 30-minute paid meal break when they are actively working. If employees are working additional hours, they will be granted additional breaks. It is understood that rest breaks will be taken when they do not interfere with the delivery of service to patients.

(b) If a paid break is interrupted as the result of conducting business on behalf of the Employer, the Employee shall be entitled to take the full paid break once the business has been concluded.

#### 12.07 Shift Premiums

##### (a) Evening/Night Premium

Any Employee working within the hours of 1701 and 0759 hours, shall be paid at their regular hourly rate (as per Article 12 of this agreement) plus a shift premium of two dollars and ten cents (\$2.10) an hour.

##### (b) Weekend Premium

Any Employee working between 0001 Saturday and 0001 hours Monday shall be paid at their regular hourly rate (as per Article 12 of this agreement) plus a weekend premium of one dollar and 80 cents (\$1.80) an hour. This premium will be payable even if an employee is eligible for the evening/night premium, but will not be payable if the employee is being paid at overtime rates.

#### 12.08 Allocation of Additional Work

Allocation of additional work will be offered to Casual and Part Time Employees first. If the shift cannot be filled with a Casual or Part Time Employee, then the shift will be offered to a Full Time Employee. When offering shifts to a Casual Employee or Part Time Employee the Employer will utilize a list of these Employees showing the employee's seniority ranking. Once a shift has been offered to an Employee (whether it is accepted or declined), that Employee will move to the bottom of the list. The same method will be followed when offering shifts to Full Time Employees. The Employer

shall maintain a log of the names and times to confirm when employees were called.

#### 12.09 Minimum Report Time

- (a) Any employee reporting to work shall be paid not less than three (3) hours at the appropriate rate of pay and shall remain actively at work for the duration of the minimum period.

#### 12.10 Split Shifts

Split shifts shall not be scheduled except by mutual agreement between the Union and the Employer.

#### 12.11 Standby

- (a) Employees shall not be assigned standby on scheduled days off, unless mutually agreed to between Employer and Employee.
- (b) Regular workday standby rates will be paid and rates of pay as per this agreement will apply if called in.
- (c) Standby rates will be paid as follows:
  - \$2.19 per hour for each hour on standby for full-time employees; \$5.00 for each hour on standby for part-time and casual employees.
  - This payment will not be paid during hours in which the employee is called in to work and is receiving regular or overtime pay.
- (d) Employees will not be scheduled for standby for more than six (6) consecutive twenty-four (24) hour days, unless mutually agreed to between the Employer and the Employee.

#### 12.12 Overtime can be taken by the employee as time in lieu by mutual agreement between the Employee and the Employer's Supervisor.

#### 12.13 Cancelled Calls

- (a) When an employee is dispatched to respond to a call and that call is subsequently cancelled prior to the 10-8 time, the employee shall be paid for a minimum of three (3) hours at the applicable rate as per the current Provincial Minimum Wage. Employees shall not be required to remain at the base.
- (b) When an employee is dispatched to respond to a call and that call is subsequently cancelled after the 10-8 time, the employee shall be paid a minimum of 2 hours at the

appropriate rate as per Article 12 of this agreement. Employees shall be required to stay at the base for the two (2) hour period.

## ARTICLE 13 – SALARY PROVISIONS

### 13.01 Salary Scale

The salary scale applicable to employees shall be set out hereinafter in the Wage Schedule. The Employer may start a newly hired employee at a rate above Step 1 of the Wage Schedule in the event that the new employee has previous and recognized experience and/or education, provided the rate for the newly hired employee is not greater than another employee with equivalent and/or comparable education or experience.

### 13.02 Payroll Deductions

Current deductions shall be made as required by federal and provincial legislation and no other deduction may be made without written consent of the employee concerned except as otherwise provided for in this Agreement.

### 13.03 Payroll Errors

Any payroll error shall be rectified as soon as practical.

### 13.04 Increment Date

- (a) Full-time employees shall be eligible for increments annually from their date of full-time employment.
- (b) Part time and casual employees shall be eligible for one full increment upon completion of 1820 hours worked.
- (c) Part time and casual employees, in addition to 13.04 (b), shall have their hours worked on standby count towards an increment.
- (d) For the purposes of calculating standby hours towards increment advancement, the number of hours on standby per week shall be divided by 6. That number shall be added to the total in (b) above.

## ARTICLE 14 – STATUTORY HOLIDAYS

### 14.01 The Employer agrees to recognize the following Statutory Holidays:

New Year's Day  
Good Friday  
Easter Sunday  
Remembrance Day  
Christmas Day  
Boxing Day

Labour Day  
Thanksgiving Day  
Victoria Day  
Canada Day  
Saskatchewan Day  
Family Day

and any other day proclaimed as a public holiday by the Provincial Government.

#### 14.02 Full Time Employees

##### (a) Public Holiday On A Scheduled Work Day

Employees required to be on duty on any of the aforementioned holidays shall be paid at the rate of one and a half times (1½) their regular rate of pay for the regular hours worked, plus time off with pay equal to eight (8) hours. Such time shall be granted within four (4) weeks before or after the week in which the holiday occurs. If time off is not practical, the Employee shall receive payment in lieu at their regular rate unless it is mutually agreed between the Employer and Employee to extend the period in which the holiday may be taken.

##### (b) Public Holiday On Day Off/Vacation

Where a Public Holiday falls on an employee's day(s) off, or during the employees' annual vacation period, such employee shall receive an additional day off with pay in lieu thereof.

Wherever possible, a day off in lieu of a Public Holiday shall, unless otherwise requested by the employee, be taken with regular days off, as mutually agreed upon by the Employee and the Employee's Supervisor.

#### 14.03 Part Time and Casual Employees

##### (a) Public Holiday on a Scheduled Work Day

Part Time and Casual employees required to work on a Public Holiday as set out in Article 14.01 shall receive:

- (i) one and one-half times (1½) their regular rate of pay for the hours worked that day, and,
- (ii) holiday pay calculated by using the average of the daily hours worked in the preceding four weeks.

##### (b) Public Holiday On Scheduled Day Off/Vacation

Where a public holiday falls on a Part Time or Casual Employee's scheduled day(s) off, or during the employee's annual vacation period, such employee shall receive holiday pay in accordance with 14.03(a)(ii) above.

#### 14.04 Overtime Pay on a Public Holiday

An employee required to work in excess of the regular hours of work on the day of a public holiday shall be paid at two (2) times the regular rate of pay.

### ARTICLE 15 – ANNUAL VACATION

#### 15.01 Vacation credits for Full Time Employees shall be earned on the following basis:

- (a) During the first (1<sup>st</sup>) and subsequent years, including the fourth (4<sup>th</sup>) year of continuous employment, 10 hours credited per month (equivalent to three 40-hour weeks per year).
- (b) During the fifth (5<sup>th</sup>) and subsequent years of continuous employment, 13 1/3 hours credited per month (equivalent to four 40-hour weeks per year).

Part Time and Casual employees shall earn vacation credits, as specified above, on a pro-rata basis, based on their average hours worked in the preceding calendar year (e.g. a Part Time or Casual employee who averaged 20-hour weeks in the preceding year would be entitled to 5 hours of vacation credits per month).

#### 15.02 Vacation Pay

During vacation leave periods, an employee shall receive:

- (a) The number of hours of vacation credits earned times (x) the employee's regular rate of pay at the time of taking vacation.
- (b) Where an employee requests vacation pay in advance and provides fourteen (14) days written notice prior to the commencement of the vacation, vacation pay shall be provided to the employee no later than her last scheduled working day prior to vacation.
- (c) Vacation pay in lieu of time off at the employee's request.

#### 15.03 Posting Vacation Credits

Employees shall receive on their pay stubs a statement of vacation pay earned in the pay period, and the total accrual of unused vacation pay entitlement.

#### 15.04 Vacation Selection

- (a) Annual vacation shall be scheduled by the Employer, permitting senior employees within a classification to have first choice, provided the vacation request is submitted by March 1<sup>st</sup> of each year. A senior employee can only use their seniority to obtain one continuous period of vacation leave, not two separate vacations. Once all employees have had a chance to use their seniority to select their first preferred vacation leave, all remaining vacation credits will be scheduled by the Employer on a first- requested basis after March 15<sup>th</sup>. Thereafter, the vacation schedule shall be posted, and once posted, these dates cannot be changed without mutual consent between the employee and her supervisor.
- (b) Employees shall be entitled to receive vacation as it is earned during each vacation year.
- (c) Employees shall take their vacations during the twelve (12) month period in which it is earned. The Employer may limit the number and types of employees who can be absent on vacation at any time to ensure that its operational responsibilities to the general public are maintained.

#### 15.06 Vacation Pay Advance

Where an employee requests vacation pay in advance, they shall receive that pay within fourteen (14) days, exclusive of Saturday and Sunday.

#### 15.07 Displacement Of Vacation

During any period of vacation leave, an employee shall have their vacation credits reinstated for use at a later date when the employee is:

- (a) granted bereavement leave
- (b) granted sick leave as a result of hospitalization during the scheduled vacation leave
- (c) granted sick leave, verified by a medical doctor immediately prior to the start vacation leave and continues into the period of scheduled vacation

In the amount equivalent to the vacation days lost due to bereavement or sick leave.

#### 15.08 Call Back From Vacation

- (a) An employee requested by the Employer to return to work from vacation shall be paid at one and a half times ( $1 \frac{1}{2} \times$ ) her regular rate of pay for all regular hours worked during her scheduled vacation time. All overtime hours shall be paid at two times (2x) her regular rate of pay.

- (b) Upon completion of the work the employee had been called back to perform (i.e. the specified number of days or shifts required), the employee may, at her discretion, resume and complete the remainder of the scheduled vacation days or, by mutual agreement, reschedule all or a portion of the unused vacation to be taken at a later date. If the employee's vacation is rescheduled by mutual agreement, the employee will be paid at regular rates for any subsequent shifts that would have fallen in the scheduled vacation period.
- (c) Where the employer requires an employee to cancel scheduled vacation, the employee shall immediately notify the employer of any associated unrecoverable cost that the employee will experience. The employer will reimburse the employee for such reasonable and actual cost, where supported by receipts or other satisfactory proof.

#### 15.09 Vacation Pay On Termination Or Retirement

An employee who is terminating employment at any time in the vacation year before the employee has taken vacation, shall be entitled to a proportionate payment of salary in lieu of earned vacation. In the event that a departing employee has been permitted to take vacation time before it has been earned, the Employer may deduct any taken but unearned vacation from the employee's final pay.

#### 15.10 Vacation Carryover

An Employee shall be entitled to carry over all vacation credits earned in the current fiscal year (ending March 31<sup>st</sup>), plus 5 days (57.5 hours) from previous years.

### ARTICLE 16 – LEAVES OF ABSENCE

16.01 On completion of any approved leave of absence, the employee shall return to the same salary level and same or comparable position held prior to taking such leave.

#### 16.02 Request For Leave Of Absence

Except in extenuating circumstances:

- (a) All requests for leaves of absence are subject to operational needs, must be submitted in writing at least twenty-one (21) days in advance to the immediate supervisor (except in cases of pressing necessity and bereavement leave), and shall include dates of commencement and return.
- (b) Requests to extend the leave will be submitted a minimum of twenty-one (21) days in advance of the previously agreed upon date of return.
- (c) Requests to reduce the length of leave will be submitted a minimum of twenty-



one (21) days in advance of the new date of return.

16.03 Should a leave of absence request be denied by the Employer, the Employee may request that the reasons for the denial be provided in writing.

#### 16.04 Pressing Necessity

An Employee shall be granted leave without pay for pressing necessity. Pressing necessity shall be defined as a sudden or unusual occurrence that could not, by the exercise of reasonable judgment, have been foreseen by the Employee and which requires the immediate attention of the Employee. The Employer reserves the right to request documentation to support the leave request.

The Employee may elect to use any entitlement to time off such as vacation, public holiday or earned time to replace the loss of pay associated with unpaid leave.

#### 16.05 Bereavement Leave

Upon request, on the death of a family member, as herein defined, an employee shall be granted bereavement leave with pay from scheduled work as follows:

- (a) Up to four (4) work days in the event of the death of the spouse, mother, father, brother, sister, son or daughter.
- (b) Up to two (2) work days in the event of the death of a grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter--in-law, or someone with whom they have an equivalent relationship.
- (c) Employees who have to travel five hundred (500) kilometers or more one way to attend a funeral or other family responsibilities related to 16.05, shall be granted an additional one (1) day off without loss of pay.
- (d) Insofar as the regular operation of the Employer will permit, up to four (4) hours to attend the funeral of a co-worker.
- (e) The preceding entitlement to paid days off cannot be combined in the case of more than one death at the same time – the longest entitlement shall apply. In addition, the employee may request vacation, earned time or public holiday pay to replace the loss of pay of any additional and unpaid days of leave approved for this purpose.

#### 16.06 Education Leave Of Absence

- (a) Participation in pertinent educational programs is encouraged by the Employer. Subject to adequate staffing levels being maintained, and upon the request of an employee, the Employer may grant leave, with or without pay, to attend approved

conferences, workshops, seminars or professional meetings covering job-related topics. If the educational event occurs on an employee's day off, the employer may grant equivalent time off with pay. Tuition costs, registration fees, or expenses incurred may be paid by the Employer and should be included with any request from an employee for an educational leave of absence.

- (b) When the Employer requires and requests the attendance of an employee at a conference or workshop, or similar educational session, normal salary and benefits shall be continued. When attendance is required on days off, employees shall be entitled to equivalent time off with pay. In addition, all registration or tuition fees and reasonable and substantiated expenses related to the educational session or meeting shall be paid by the Employer.
- (c) attending education as required by Saskatchewan Health or the Saskatchewan College of Paramedics shall be paid their straight time hourly rate to a maximum of three (3) hours for each education unless the employee is already scheduled to be at the disposal of the Employer during the hours of the education session. The employee's attendance shall be subject to the Employer's approval. Those employees approved to attend education who are currently scheduled to be at the disposal of the Employer during the education session shall be paid their regular hourly or standby rates.
- (d) The Employer will make arrangements for the following certification and re-certification programs (where applicable), ACLS, ITLS, CPR/AED, NRP, EMD, Car Seat Clinics and PALS/NALS/PEPP and any other specific certification and re-certification programs deemed mandatory by the Employer. If the employee is scheduled to work on the day they are in training, they will be paid at their regular rate of pay.

Employees shall be required to possess and maintain a valid Operator's Driving License recognized in Saskatchewan, with valid endorsements, and the following certification and re-certification programs, ACLS, ITLS, CPR/AED, and PALS/NALS/PEPP and any other specific certification and re-certification programs deemed mandatory by the Employer, the Saskatchewan College of Paramedics or applicable legislation.

In order to retain their employment, employees shall be responsible for immediately advising the Employer of restrictions placed on their Operator's License, or of the loss of such license, or the failure to maintain any of the active certifications as required above. It is understood and agreed that the loss of a valid driving Saskatchewan Operator's License, with valid endorsements, as well as any of the other certifications listed above, will constitute just cause for immediate termination of employment, subject to the requirements of reasonable accommodation pursuant to the Saskatchewan Human Rights Code.

- (e) Employees who wish to pursue educational opportunities that require an absence from work in excess of one month, must apply for a leave of absence. The employee's increment date will not change as a consequence of an educational leave of absence.

#### 16.07 Maternity/Paternity/Adoption Leave

An employee who is expecting the birth or adoption of a child shall be entitled to maternity/paternity/adoption leave without pay, provided she presents a medical certificate confirming the probable date of confinement, or in the case of adoption, gives the Employer notice of eligibility. Except in extenuating circumstances, the notice shall be submitted in writing twenty-one (21) days in advance of the leave and shall specify the probable date of commencement and the anticipated length of leave.

The following conditions shall apply:

- (a) Leave of Absence for maternity/paternity/adoption shall be for up to twelve (12) months as requested by the employee, except in extenuating circumstances when, in the opinion of a medical practitioner, the leave should be further extended.
- (b) Upon return from such leave, the employee will resume employment in the same or in a comparable position at the same step and range of pay occupied prior to the granting of such leave. In the event the employee on Maternity/Paternity/Adoption leave is affected by lay off, she shall be afforded access to the provisions of Article 11: Layoff and Recall.
- (c) Notice of intention to return to work or request for a change of the length of the leave of absence, must be forwarded to the Employer twenty-eight (28) days prior to the expiration of the leave. The employee shall be entitled to one (1) extension of the said leave. However, the entire length of such leave of absence shall not exceed twelve (12) months.
- (d) An Employee shall have access to sick leave credits as per Article 24 prior to the commencement of the maternity / paternity / adoption leave.

#### 16.08 Parental Leave

- (a) An employee shall be granted unpaid parental leave in accordance with provincial labour standards legislation, upon providing the Employer with twenty-one (21) days notice. Unless otherwise mutually agreed between the Employer and the Employee, parental leave must be fully taken within one (1) year from the date when the child comes into the Employee's care.
- (b) Upon return from such leave, the employee will resume employment in the same position or in a comparable position and at the same step and range of pay occupied

prior to the granting of such leave.

- (c) The employee shall give the Employer twenty eight (28) days' written notice of intention to return to work or twenty eight (28) days' written notice if the intention is to return to work from the leave early.

#### 16.09 Service Leave

On request, employees with four or more years of service may, on only one occasion per fiscal year, be granted up to four (4) weeks of unpaid leave of absence without loss of benefits, at the sole discretion of the Company.

#### 16.10 Jury and Court Leave

- (a) An employee subpoenaed as a Crown witness for court or for jury duty during scheduled work time shall be paid their normal wages as if they worked for the time spent in Court, for all purposes. If the jury leave is at a time when she is not scheduled to work, the employee will bank this amount of time at regular rates for taking off at a time mutually agreed with the Company. Paid or banked time as a result of jury duty shall not exceed four (4) weeks per calendar year.
- (b) Except by mutual agreement, employees shall not be required to attend work whereby the employee's combined hours of work and jury duty/witness time exceed twelve (12) hours in any 24-hour period.
- (c) Employees called in for court duty associated with the Employee's regular duties during their vacation period or public holiday will be granted an additional vacation day or statutory holiday for each day required to appear in court and receive her regular rate of pay for the time spent at court each day, to a maximum of one day's wages. All money received by the Employee from the court, except for travel, meal and other expenses, shall be remitted to North-East EMS.
- (d) The Company shall grant leave with pay to an employee for the period of time he is required to appear before court, judge, magistrate, coroner, or peace officer as a defendant or witness, where the requirement to appear is a direct result of the performance of their regular duties of the Company.

#### 16.11 Maintenance of Benefits and Seniority While on Leave

- (a) When leave of absence without pay is for thirty one (31) calendar days or more, no sick leave credits or annual vacation credits will be accumulated for the entire period of absence and a new salary increment date will be established. In the instances of maternity, paternity, adoption and parental leave, the Employee shall maintain her increment date for up to twelve (12) months while on leave. Prior to commencement of

the leave, the Employer shall inform Employees of their options, where applicable, to continue Group Life Insurance, Long Term Disability, Short Term Disability, Extended Health, and Dental coverage during their leave.

- (b) For Part Time and Casual Employees, their increment date shall be maintained on a pro rata basis calculated on their paid hours over the previous fifty-two (52) weeks, or length of employment if less than fifty-two (52) weeks.

Additionally, for Part Time and Casual Employees, the hours paid for standby over the previous fifty-two (52) weeks, or length of employment if less than fifty-two (52) weeks, shall be divided by 6 and be included in the maintenance of the increment date.

#### 16.12 Leave For Union Business

The Employer shall grant up to three (3) employees time off without pay for collective bargaining associated with achieving a renewal collective agreement. The Employer shall grant one (1) employee time off without pay for union business to a maximum total of three (3) days per calendar year. The Employer agrees to continue to pay normal salary and benefits to the employee(s) selected to attend collective bargaining or union business and that the employer is to charge the union for reimbursement of the total payroll cost associated with this leave. The Union will reimburse the employer within the thirty (30) days of receipt of the billing.

### ARTICLE 17 – OCCUPATIONAL HEALTH AND SAFETY

The Company and the Union recognize that occupational health and safety is a shared responsibility of the Company and the employees, and agree to cooperate in promoting safe work practices and rules that will enhance the safety of the work environment for employees and clients.

#### 17.01 Occupational Health and Safety Committee

An Occupational Health and Safety Committee, as required by provincial legislation, shall be established with regular meetings and posted minutes.

#### 17.02 Health Or Safety Concerns

An employee or group of employees with a health or safety concern shall attempt to resolve that concern by first referring the concern to the immediate Supervisor. Alternatively, the employee may approach any member of the Occupational Health and Safety Committee with the concern.

#### 17.03 Harassment and Violence in the Workplace

The Employer shall establish policies and procedures governing the prohibition and

investigation of incidents of harassment and violence in the workplace. All employees and the Union will be provided with a copy and any updates.

#### 17.04 Immunization

The Employer agrees to provide immunizations as required for Health Care workers in accordance with the Canadian Immunization Guide and the Centre for Disease Control. The Company shall pay the cost of inoculation for Ambulance Employees against Hepatitis A and B and Flu.

#### 17.05 Protective Clothing

Protective clothing and equipment required by employees in the performance of their duties shall be provided at no cost to employees. For greater certainty, the Company shall provide gloves, face shields, shirts, pants or coveralls, outerwear appropriate for the season and conditions, safety eyewear (in vehicles), and any other items that might be required by provincial regulations.

#### 17.06 Post-Trauma Counseling

The Employer agrees to continue to support employee access to the health district's post-trauma counseling program. Employees may attend sessions without loss of pay or deduction from their sick leave credits to a maximum of 6 hours per year. Employees may request up to the remainder of the shift off with pay while on shift when they have attended to a traumatic call.

#### 17.07 Inclement Weather

Employees who are away from their headquarters while on the business of the Employer during inclement weather that prevents them from returning to headquarters or to their home shall be entitled to reimbursement for hotel and meal expenses as provided for in this agreement.

### ARTICLE 18 – GENERAL PROVISIONS

18.01 A bulletin board for the use of the union shall be provided by the Employer and located in a place easily accessible and conspicuous to the employees concerned. All postings must first be approved by the General Manager to ensure that no offensive, defamatory, or indecent material is posted thereon.

18.02 All routine maintenance and cleaning of vehicles and equipment are the responsibility of the duty crew.

18.03 Saskatchewan College of Paramedics: The Company will 'top up' reimbursement from other sources to a maximum reimbursement from all sources to 55% of the license fee

levied by the Saskatchewan College of Paramedics within 31 days of their submission to the Employer of proof of payment.

#### 18.04 Personal cell phones

Employees shall have the right to use personal cell phones provided such use does not interfere with service or pose a risk to employee or patient safety.

#### 18.05 AM/FM Radio

Employees shall be entitled to listen to the radio while driving, provided the volume is at an appropriate level so as not to interfere with on-board communication or patient monitoring devices and provided there are no patients present.

18.06 Employees shall be entitled to book medical appointments which will occur during a standby shift provide that it does not interfere with the ability to respond within the prescribed time limits, or with their availability to handle scheduled business activities (e.g. school presentation, etc.).

### ARTICLE 19 – PROMOTIONS

19.01 The Employer recognizes the very specialized field in which its employees work. When a vacancy is to be filled, it shall first be emailed to all employees and posted on the Company bulletin boards for ten (10) calendar days. Where there are two or more internal qualified applicants, the senior applicant shall be selected provided the employees have comparable qualifications and related experience. If there are no internal qualified applicants, the Company may advertise externally to the general public.

19.02 Part Time and Casual employees, who have successfully completed their probationary period, will be given first consideration for available full-time positions, on the basis of seniority.

19.03 Part Time and Casual employees who are hired into full-time positions shall be considered on a trial period in their new position for the first ninety (90) calendar days following the date of appointment to the new position. During this trial period, the Employee may be returned to the former (part time or casual) position if not considered capable, or may request to be returned to the former (part time or casual) position, without loss of seniority and at the former rate of pay.

19.04 This trial period may be extended on one (1) occasion only, up to a maximum of an additional ninety (90) calendar days when mutually agreed between the Company and the union. It is agreed that the circumstances warranting the extension, the improvements expected by the Employer and the duration of the trial period

extension will be communicated in writing to the Employee prior to the expiration of his/her first ninety (90) day trial period.

#### 19.05 Classification

Rates of pay for any classifications that may be established by the Employer within the scope of this Agreement shall be subject to negotiations, provided that the Employer shall have the right to establish a rate of be paid as per Article 13.01. The agreed rate of pay will be effective (and retroactive if applicable) as of the date when the new position was filled.

#### 19.06 Temporary Vacancies

- (a) Temporary vacancies of three (3) months or longer shall be posted and filled according to Article 19.01 of this agreement.
- (b) Upon the conclusion of the temporary appointment, the employee shall be returned for former position or status.
- (c) Temporary appointments will not exceed one year except by mutual agreement between the Union and the Employer, unless the temporary vacancy has arisen from an approved leave of absence of another employee for educational, medical or other acceptable reasons.

### ARTICLE 20 – DISCIPLINE AND TERMINATION OF EMPLOYMENT

20.01 The Union will be provided with a copy of Company policies regarding employee conduct and discipline and with copies of amendments to those policies or new policies prior to implementation.

20.02 An employee shall have, upon reasonable notice, access to her personnel file pertaining to work performance or conduct (but not access to references from previous employers). The employee may also request to have a copy of any document in the file, which shall not be unreasonably refused.

20.03 In cases of written reprimands, suspension or dismissals, the employee may request the attendance of union representative (in person or by telephone) in a disciplinary meeting with the Company. Any written disciplinary documentation presented to the employee will also be copied to the Union.

#### 20.04 Documents On File

The employer agrees to advise and discuss with an employee, her performance appraisal and any other document relating to the employee's performance or conduct prior to such



being filed in the employee's personnel file.

**20.05 No Discipline Without Just Cause**

No employee shall be disciplined or discharged except for just cause subject to any provisions applicable to probationary employees. (i.e. Article 22.03)

**20.06 Progressive Discipline**

Progressive discipline will be used in dealing with Employees whose conduct is not satisfactory, as outlined in the Employer's Policy Manual.

**20.07 Disciplinary Documentation**

Written documentation of disciplinary action shall be removed from the employee's personnel file, provided there has been no further documentation of disciplinary action, after two (2) years.

**20.08 Report to the College of Paramedics**

If the Employer reports an Employee to the College of Paramedics, it shall inform the employee in a timely manner, outlining the reason for its action.

## **ARTICLE 21 – ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS**

**21.01 Hotel:** Actual and reasonable charges supported by a receipt. Employees required to stay overnight on a transfer and who choose to stay in a private residence instead of a hotel shall receive \$30.00 per night.

**21.02 Reimbursement For Meal Expenses**

Meals: The Employer will compensate employees for meals when they are working outside the service area of North East EMS by paying twelve dollars (\$12.00) per meal after five (5) hours and for every five (5) hours thereafter. Where a meal is provided to an employee while attending to business, no reimbursement will be provided for that meal.

**21.03 Vehicle Allowance**

(a) When employees are required to use their private vehicle for work-related training, not including travel to and from their assigned place of employment (i.e. Nipawin and/or Carrot River), they will be reimbursed at a rate of thirty-seven cents (\$0.37) per kilometer. Employees, whether driving or a passenger, will be paid the travel rate of \$15 per hour for all time spent driving to the training.

(b) The Employer may review and adjust the mileage rate from time to time, to reflect changes in vehicle operating costs and government mileage rates, with the understanding that the mileage rate will not be placed below thirty-seven cents (\$0.37) per kilometer.

(c) Employees who are required to travel to the Carrot River base shall be paid a flat rate of \$18.00 per round trip, plus their standby rate for time driving while on shift.

21.04 Expenses will be reimbursed within two (2) weeks from the date which they are submitted with an explanation of the expense payment.

21.05 Carrot River Coverage/Home Community

Employees called away from their scheduled base shall be paid at regular rates for all hours spent away from the base as per Article 12 to a maximum of three (3) hours, and shall not be included for the purpose of the calculation of overtime.

## ARTICLE 22 – PROBATIONARY PERIOD

22.01 Length of Probationary Period

(a) Full-Time Employees

A full-time employee shall be on probation until she has completed 975 hours worked.

(b) Part-Time and Casual Employees

Part-time and Casual employees shall be on probation until she has completed 975 hours worked.

22.02 Probationary Evaluation

Approximately midway through the probationary period, the Employer will meet with the employee for the purpose of providing feedback on the employee's performance. The Company will endeavor to provide the feedback in writing where appropriate.

22.03 Rights Of Probationary Employees

During the probationary period, the employee shall enjoy all the rights and privileges prescribed in the Agreement. It is understood and agreed that a probationary employee may be discharged at the discretion of the Employer. Upon successful completion of the probationary period, the employee's name shall be placed on the seniority list with seniority credited from the employee's last date of

hire.

## ARTICLE 23 – UNIFORMS

23.01 The Employer will furnish and repair, without charge, uniforms which the Employer requires an employee to wear.

23.02 In addition, the following clothing items shall be provided and paid for by the Employer for each EMS employee. Clothing shall be sized to fit each employee with the cost of alterations paid for by the Employer. Replacement will be supplied for any item that becomes fatigued or is destroyed during use on company business:

- Shirts (minimum of three (3) sets)
- pants or coveralls (minimum of three (3) sets)
- three (3) T-shirts
- three (3) long sleeve T-shirts
- outerwear appropriate for the season and conditions
- safety eyewear (in vehicles)
- other items that might be required by the Employer or by provincial regulations.
- The Employer will issue each employee a name tag to wear on their uniform, to be replaced as needed.
- One service belt with belt loop for portable radio will be provided to each employee.
- Properly fitting winter apparel consisting of a jacket, pair of gloves, ski pants, and a winter hat will be provided to each employee.

23.03 Employees will be paid one hundred and fifty dollars (\$150) every two (2) years to go toward the purchase of boots. Employees will have to provide receipts or produce worn boots to be eligible for this reimbursement. New employees are eligible for this amount upon completion of the probationary period.

23.04 The Employer shall make available a sufficient number of raincoats, of various sizes, and gloves for hand protection, unless the Employee habitually loses the provided gloves (in which case the Employee is responsible for their replacement).

23.05 When an Employee leaves employment, all items of clothing, with the exception of footwear, shall be returned to the Employer in clean condition.

## ARTICLE 24 – SICK LEAVE

24.01 Definition Of Sick Leave

Sick leave means the period of time an employee is absent from work because of disability due to illness or injury not covered Workers' Compensation. All employees shall be eligible for a maximum of six (6) sick days with pay per year. (For example, an employee who works 910 hours in a year shall be credited with 3 sick leave day credits for the next calendar year). Any unused sick days in a year shall be carried forward for use in future years, to the maximum amount that is equivalent to the waiting or qualifying period for short term disability. For both of the situations above, a deduction from the annual sick leave credits shall be made to cover, if sufficient credits are available, the number of hours lost due to illness or injury.

#### 24.02 Certification Of Illness/Disability

The Employer reserves the right to request a medical certificate in respect of absence due to illness or disability. This certificate shall be requested prior to or during such illness or disability.

#### 24.03 Deductions From Sick Leave Credits

For employees who are unable to work due to illness or injury while scheduled to work an 8 hour shift (Tango 1 or Tango 2), a deduction shall be made from accumulated sick leave credits for all normal working hours (exclusive of Statutory Holidays).

For employees who are unable to work due to illness or injury while scheduled to work a Tango 3 or Zulu 1 shift, the employee shall receive the guaranteed minimum amount that would normally be paid for the shift.

For both of the situations above, a deduction from the annual sick leave credits shall be made to cover, if sufficient credits are available, the number of hours lost due to illness or injury.

#### 24.04 Addictions

The Employer recognizes that alcohol and drug dependencies are illnesses. In the event a performance issue arises and an Employee identifies to her Employer that she is suffering from an alcohol and/or drug dependency, such Employee shall be afforded the opportunity to seek treatment. The Employee shall have access to unused sick leave credits, short term and long term disability benefits (subject to the terms of the benefit plans) and, where requested, shall provide confirmation of participation in an appropriate treatment plan.

## ARTICLE 25 – BENEFITS

#### 25.01 Group Benefits

The Employer agrees to continue to make available the following benefits, in

accordance with its policies as amended from time to time, to employees covered by this agreement:

- a) Group Life Insurance (including optional and dependent life coverage)
- b) Short-term Disability
- c) Long-term Disability
- d) Extended Health Services Plan (including prescription drugs, vision care, and dental care)
- e) Accidental Death & Dismemberment
- f) Critical Disease Insurance

Casual and part time employees are not eligible for short-term & long-term disability and critical incident insurance, but they will receive prorated benefits at the current levels once they become eligible. In order for casual employees to be eligible for the other benefits listed above, they must work an average of twenty (20) hours per week in order to receive benefits for the following calendar year.

#### 25.02 Pension Plan

The Employer will continue its current policy of matching full time employee contributions to RRSPs, to a maximum of 1.12% of employee contributions to a maximum of 4% of earnings. Effective the date of ratification, part time employees will be eligible to participate in the matching RRSP program to a maximum of 2% of part time earnings.

## ARTICLE 26 – WAGES

This agreement shall follow the provincial HSAS/SAHO agreement in terms of the wage table.

### Wage Rates – Effective April 1<sup>st</sup>, 2012 All levels All Employees

#### *Positions*

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>
<i>EMT</i>	\$25.18	\$25.58	\$26.10	\$26.96	\$27.97	\$29.18	\$30.77
<i>EMTA</i>	\$27.19	\$27.63	\$28.21	\$29.14	\$30.24	\$31.53	\$33.24
<i>EMTP</i>	\$30.80	\$31.43	\$32.21	\$33.28	\$34.82	\$35.71	\$37.62

**Effective Sunday after Date of Ratification:**

The Employer will adjust the Step 1 and Step 7 wage rates (with Steps 2-6 prorated), to reflect the wage rates established in the SAHO/HSAS collective agreement covering the years covered by this Agreement.

It is understood and agreed that employees who are below the revised Step 1 rates will receive retroactive wages to April 1, 2009.

All eligible staff shall be paid their retroactive adjustments based on paid hours back to August 11, 2011 until date of contract ratification, including weekend premiums, evening premiums, stand by rates, as per the HSAS/SAHO agreement.

All employees shall receive retroactivity back to January 1, 2013 at the applicable wage step above Step 1 based on accrual of seniority hours from December 17<sup>th</sup> 2010. Employees shall be credited with full seniority hours from December 17, 2010 for purposes of their ongoing placement on the appropriate step on the above wage scale, effective Sunday after Date of Ratification.

**For Future HSAS/SAHO Agreements:**

Retroactivity payments for employees below the revised Step 1 rates in the future HSAS/SAHO Agreements falling within the term of this Agreement shall be paid to eligible employees within sixty (60) calendar days following the receipt of such funding from the Kelsey Trail Health Region.

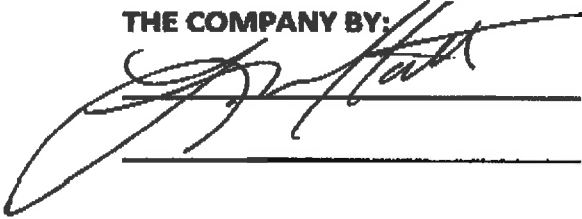
## **ARTICLE 27 SPECIAL PROVISIONS FOR WAGES AND RETENTION**

To ensure North East EMS employees in the positions of EMT, EMTA and EMTP are paid comparable wages as those enjoyed by EMTs, EMTAs and EMTPs covered by any subsequent provincial SAHO agreements, the Employer will adjust the following, within 60 calendar days following the receipt of funding from the Kelsey Trail Health Region. These adjustments will be placed onto the above wage scale, with retroactivity for those employees who were below the revised Step 1 rates (subject to retroactive funding from the health region, which has historically been provided):


- (a) The hourly wages;
- (b) Weekend premiums;
- (c) Evening premiums;
- (d) Stand-by Rates

Signed this 17<sup>th</sup> day of July, 2013, in the town of Nipawin, Saskatchewan.

**EXECUTED ON BEHALF OF  
THE COMPANY BY:**

  
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**EXECUTED ON BEHALF OF  
THE UNION BY:**

  
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## LETTER OF UNDERSTANDING

BETWEEN

**NORTH-EAST EMS**

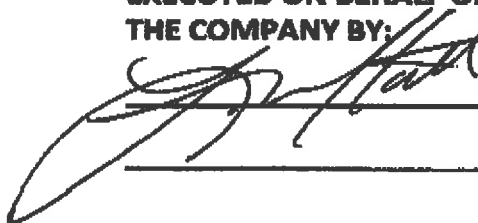
and

**HEALTH SCIENCES ASSOCIATION OF SASKATCHEWAN**


The Company agrees to provide the Union with a copy of its current policies and procedures within one (1) month of signing of this Agreement. The Company further agrees to provide the Union with all new and/or draft policies to the Union in advance for its input and consultation prior to implementation.

Signed this 17<sup>th</sup> day of July, 2013, in the town of Nipawin, Saskatchewan.

**EXECUTED ON BEHALF OF  
THE COMPANY BY:**

  
\_\_\_\_\_  
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**EXECUTED ON BEHALF OF  
THE UNION BY:**

  
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